



REQUEST FOR PROPOSALS TITLE PAGE
Include This Page as the First Page In Your Proposal Response

City of Lynchburg, Virginia, Procurement Division

Project Title: GIS Consultant

This is the City's Request for Proposals No. 05-001GIS VEB, issued January 5 2005. Direct inquiries for information to: V. Eloise Bowling, CPPB, Senior Buyer, 434-455-3961; Fax: 434-845-0711, or e-mail Eloise.bowling@lynchburgva.gov. The period of the Contract shall be from the date of contract signing through project completion or as defined specifically herein. A contract may be renewable upon mutual consent of both parties.

Sealed proposals will be accepted prior to 3:00 p.m., Monday, January 31, 2005, then publicly opened and the name of all Offerors read. Proposals received after the stated due date and time shall not be considered. Any addenda will be posted to the City's web site [@www.lynchburgva.gov](http://www.lynchburgva.gov). It is the responsibility of any interested offerors to view the website for any updates.

Submit proposals in a sealed, envelope, with the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Department staff before the deadline indicated above and should note all addenda issued.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals:

BY MAIL TO:

City of Lynchburg, Procurement Division
Third Floor - City Hall Building
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____

Date: _____

Address: _____

Phone: (____) _____

Fax: (____) _____

Signature: _____

Typed or Printed Name, Title

City's Purchasing Officer Signature

I. SUBMISSION OF PROPOSALS

- A. **An original, so marked, and (9) copies, so marked, for a total of (10)** of your proposal document are required. In addition, submit one (1) copy of proposal in an electronic format, on CD in Microsoft Word format or PDF format. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

B. **Submission of Proprietary Information**

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Offeror agrees that the **proposal response will not be withdrawn for a period of 90 days** following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

I. **Definition of Terms:**

The following definitions of terms are used herein:

1. The term "City" refers to the City of Lynchburg Virginia

2. The term "Offeror" refers to the person, firm or company that provides a proposal in response to this Request for Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.
3. The term "Contractor" means the Offeror to which the contract will be awarded. References to the Contractor in this Request for Proposal (RFP) shall also apply in full to any subcontractor for the named Contractor.

II. GENERAL INFORMATION

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified individuals to review and assess the City of Lynchburg's mature GIS. The City is interested in having a plan for taking their existing GIS to the next level of implementation. The City of Lynchburg's GIS is over 10 years old. The goal is to have the system thoroughly evaluated in areas including, but not limited to: organization, hardware, software, staffing, and existing applications.

III. PROPOSED SCHEDULE OF IMPLEMENTATION

DATE	<u>SCHEDULE OF ITEMS</u>
January 5, 2005	Issue Request for Proposals
January 18, 2005	Questions for Addendums due.
January 21, 2005	Questions will be addressed
January 31, 2005	Proposals Due Prior to 3:00 p.m.
February 10, 2005	Team Review – Complete Short List
February 14-25, 2005	Schedule Interviews
March 4, 2005	Award Contract

IV. PROJECT BACKGROUND

1. General Background

Lynchburg is a City of 50 square miles, with a population of 66,000 located near the geographic center of the state, bordered by the eastern edge of the beautiful Blue Ridge Mountains. It is located approximately 180 miles southwest of the nation's capital, Washington, D.C.

The City of Lynchburg has operated under a Council/Manager form of government since 1920. The City Council, comprised of seven members, is elected for four-year staggered terms of office.

The City Manager is responsible to the City Council for the effective operation of all government functions.

The GIS Coordinator administers the GIS through the Department of Public Works, Division of Engineering Services.

2. Current Users

Our GIS Division is a part of our Engineering Services Division under the Department of Public Works. The Base GIS data is maintained by the GIS division. Using a distributed maintenance approach, some personnel in other departments and divisions also maintain their department's data.

The principal users of the current GIS are:

Division of Engineering, Division of Utilities, City Assessor's Office, Department of Community Planning and Development, Department of Economic Development, Department of Parks and Recreation, Division of Waste Management, Division of Streets.

An intranet Web Map is available for all City Employees and an internet Web Map for Citizens and the General Public.

3. Existing Systems Environment

The City of Lynchburg uses client –server architecture to support GIS. Currently the City has a 3.2 GB Dual Processor Server with 6 GB of RAM and Windows 2003 Server Enterprise Edition

The GIS data is currently maintained in Oracle 9i release 2 with Spatial Cartridge. The DBA for GIS is currently an employee of the City of Lynchburg's Information Technology Department

The City of Lynchburg has been using Intergraph's GeoMedia and GeoMedia Professional since 1997. The City currently has 14 GeoMedia Professional licenses and 7 licenses of GeoMedia, version 5.2. At this time there are data features related to planimetrics, topology, hydrography, utilities, tax parcels and planning. There are color digital orthophotos at .5 foot resolution covering the entire City of Lynchburg. The photos were taken in March of 2003.

Applications that need to interface with the GIS include AutoDesk Land Desktop 2005 which is used by our Engineering Services design team. A desirable goal is to also have the GIS data used by the police department and the Emergency Communications Department, and everyone accessing the same datasets wherever possible.

The City currently uses Intergraph's GeoMedia Web Map version 5.2 for the Intranet and Internet.

Our Utilities Division uses Intergraph's GeoMedia Public Works Manager Version 5.2

For more information on the current system see www.lynchburgva.gov and view some of the current datasets on our Web Map

V. SCOPE OF SERVICES

Introduction:

The City is seeking a qualified Consultant to provide an assessment of its existing mature GIS and a status report on its current implementation. The consultant will provide a plan showing how the various departments in the City of Lynchburg can improve services to citizens and other departments while making better business decisions through a more city-wide use of GIS

Scope of Work:

The selected consulting firm will be required to identify and evaluate the components of the existing GIS including Hardware, software, applications and staffing capabilities.

The following items should be identified as part of this project:

- Organization of existing GIS in the City.
- Areas in which the current Lynchburg GIS system is performing well.
- Existing applications using existing data, including Web Map.
- Potential improvements to existing applications to take advantage of newer/better technology.
- Existing databases that can be linked to the GIS, including Public Safety functions.
- Potential initiatives that can be started to improve various departmental tasks.
- Data required to support proposed initiatives.
- Staffing and resources necessary to implement proposed initiatives.

The following items should be evaluated as part of this project:

- Current staffing capabilities and organizational structure for GIS system support.
- Current maintenance of data and its value to all departments.
- Data maintenance support and where responsibility for updating should reside.
- Available data from State sources, its accuracy, usefulness and potential cost savings.
- Existing applications and areas of low performance.

Needs Analysis:

1. Perform a needs analysis, interviewing all departments to determine the type of applications needed and data resources required to support these applications.
2. Identify any digital databases that could be linked to the City's GIS and determine ways to eliminate redundant data collection and data processing efforts.
3. Determine on a department-by-department basis the type of applications to be developed to reduce cost and improve efficiency throughout City Operations

Applications Identification:

1. Evaluate existing customized GIS applications and determine if those applications meet the needs of the particular department and how they could be incorporated with any systems as a result of the needs analysis.
2. Identify priorities for customized applications city-wide if applicable.
3. Identify any other applications that are in use by the City and how it could work as a result of the needs analysis.

Assessment of Hardware and Software:

1. Assess software and platforms to determine what is needed to implement proposed solutions to take the City of Lynchburg to the next level of GIS implementation. – This could include multiple solutions or platforms.
2. Address system integration issues and determine system requirements.
3. Identify the short and long-term needs for hardware/software.

Project Time Frame / Milestones and Costs:

1. Identify implementation phases and durations, and estimate cost for enhancement of the GIS and applications

Deliverables:

The final report shall be of general findings and specific needs and improvements.

Specifically, it should include:

- An inventory of GIS systems or databases used in the City.
- A report of findings based on the evaluation criteria specified in points above
- A recommended action plan with justifications. Plan must include proposed time frames, itemized budget impacts, and staffing impacts.
- Draft report shall be submitted for review in three (3) originals within ninety (90) days from award. A digital copy in MS Word format for comments shall also be submitted.
- Final report shall be submitted within fifteen (15) days of receiving the City's comments. The final report shall be submitted in the previous formats and also include a PDF.

City's Responsibilities:

As part of this scope, The City will perform the following:

- Assist in setting up interviews with various City Departments.
- Provide access to GIS database

- Provide a list of software and hardware utilized in GIS functions

V. **PROPOSAL PREPARATION**

The proposal response should address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined non-responsive.

Offerors should organize their proposals using the format described below:

A. Title Sheet

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offeror's shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

B. Project Methodology

Provide a complete description of the proposed methodology for Assessment of its existing GIS and a status report on its current implementation.

C. Project Schedule

Provide a time line and schedule applicable for the proposed project.

E. Experience of the Offeror in Providing This Service

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. If any subcontractors will be used, they should be identified and their qualifications included in the proposal response.

- F. Include experience/resume of key individuals to be assigned to this project, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.

G. References

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact.

H. Affiliations

1. Offeror's shall specify if they are a "Business Partner" with either ESRI or Intergraph.

I. Insurance

The Contractor, as the per the attached insurance requirements form, shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Contractor shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional

insured. The Contractor shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

J. Completed cost of proposal worksheet.

VI. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD:

Evaluation Criteria

The following criteria will be utilized in evaluating proposals:

1. Consultants understanding of the overall project scope and intent.
2. Methodology and implementation for providing services described in the Scope of Services.
2. Overall qualifications and previous experience of the Offeror's personnel and/or any subcontractors in providing these services. Contractor must have staff knowledgeable of, or experienced in the many departmental functions of municipal government.
3. Offeror must show familiarity with various GIS platforms.
4. Information supplied by references.
5. Availability
6. Offeror's independence from Hardware/Software companies
7. Cost Proposal

Method of Award

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should the City decide this to be in its best interest. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work:

The Contractor shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Contractor proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the City for all work performed by any subcontractor or special consultant.

B. Payment for Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Contractor's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Contractor

The Contractor is an independent contractor and nothing contained in a subsequent CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the City.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Senior Buyer, 900 Church Street, Lynchburg, VA 24504. The Contractor agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Contractor. In the event of termination pursuant to this paragraph which is not the fault of the Contractor, the Contractor shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Contractor agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

F. Laws and Regulations

The Contractor shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability:

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. Payments to Contractors

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

1. Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
 - (a) The Contractor shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Administrator, P.O. Box 60, Lynchburg, VA 24504.
 - (b) The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 - (d) The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, 900 Church Street, Third Floor City Hall, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the

claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the City Manager by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

M. Taxes

The Contractor shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Contractor and not of the City and the City shall be held harmless for same by the Contractor.

N. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Responsibility for Property

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the Owner, at the Contractor's expense.

R. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

S. Audit:

This Contract is subject to audit by Federal, State or City personnel or their representatives, at no cost to the City, for a period of five (5) years after the date of expiration or termination of the Contract. Request for audits shall be in writing and the Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the five (5) year period that the Contract is subject to audit, the Contractor shall maintain detailed records substantiating all costs and expense billed under this Contract.

T. Drug Free Workplace:

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. State Corporation Commission (SCC) Registration:

If listed as a corporation, offeror/bidder must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

V. Non-Performance:

Non-performance within time specified in RFP may result in order cancellation and charge backs to the vendors for cost differences incurred by the City.

W. Termination for Default:

The Contractor's failure to perform in accordance with the terms of the contract will be subject to termination of the Contractor by the City. Contractor shall be provided with a written notice of the City's intent to declare Contractor in default, stating the reason for such determination. If a satisfactory resolution has not been reached within thirty (30) days after the Notice of Default is sent to the Contractor, the City may terminate the Contract by notifying the Contractor in writing of its decision to terminate the Contract. If the City takes repurchase action, the Contractor shall be held responsible for any difference in cost. The City shall utilize competitive practices as is practicable under the circumstances in its repurchase actions.

X. Termination for Convenience:

The performance of work under contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within sixty (60) days after receipt of the notice of termination.

Y. Termination for Failure to Maintain Insurance:

The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.

Z. Force Majeure:

Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

AA. Confidentiality Contractor:

All information obtained by the Contractor (Company) from the City as a result of this contract including employee names shall be confidential; and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the City

BB. Appeals Procedure:

In accordance with Sec 18-159 of the Lynchburg Code, any bidder, offeror or contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror or contractor shall submit a written protest or letter of appeal to the City Manager with a copy to the director of public works, in the case of construction contracts, and the procurement administrator, in all of her matters, within the time constraints as set forth in the act. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or contractor wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or his designee shall render a written decision to the bidder, offeror or contractor within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, who may be a city employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of person, who may be a city employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad

faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

CC. Faith Based Organization:

Pursuant to Section 2.2.4341.1 of the Code of Virginia, the City of Lynchburg encourages the participation of minority-owned businesses in City procurement activities.

DD. Rights and Remedies:

The rights and remedies to the City provided in a Contract shall not be inclusive and are in addition to any other rights and remedies provided by applicable law under any subsequent Contract.

The City's liability is, in the aggregate, limited to the total amount payable under any subsequent contract.

EE. Right to Modify Contract:

In accordance with Virginia Code Section 2.2-4309, the City may extend the term of any resultant contract, expand the scope of work, or otherwise amend a subsequent contract. Any such extension of amendment shall be effective upon written agreement of the parties.

CITY OF LYNCHBURG VIRGINIA
STANDARD CONTRACT

Federal Tax ID Number _____ **Contract Number:** _____

This Contract made and entered into on the ____ day of _____, 2005, by and between _____ party of the first part, hereinafter referred to as "Contractor", and the **City of Lynchburg**, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the City.

WITNESSETH that the Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the City as set forth in these Contract Documents.

TERM OF CONTRACT: This contract shall begin on _____ and shall end on _____.

In consideration of the services described herein, the City hereby agrees to pay the Contractor a maximum fee of \$ _____. Payment will made only on approval of _____

The contract documents shall consist of:

- (1) This signed form contract;
- (2) The City's Request for Proposal dated: _____:
 - (a) The Statement of Needs
 - (b) The General Terms and Conditions
 - (c) Any Special Terms and Conditions together with any negotiated Modifications of those Special Conditions;

Attachment _____, Date _____
Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

(Contractor)

(SEAL)

ATTEST:

BY: _____
Title

(SEAL)

ATTEST:

CITY OF LYNCHBURG
BY: _____
City Manager

Clerk of Council

APPROVED:

City Attorney

INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____

Notary Public

My commission expires: _____

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company
☐ Limited liability partnership
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____

Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Questions to Offeror

1. Offerors are to respond to the following question: Have the individual(s), owner(s), or principal officer(s) of the firm submitting the proposal ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract?

YES _____ NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

2. Is your firm currently involved in litigation which would adversely affect performance on this contract?

YES _____ NO _____